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ATTORNEYS AT LAW SINCE 1895

VIA OVERNIGHT DELIVERY

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street SW
Washington, DC 20024

February 27, 2013



Re: Grainbelt Corporation
- Trackage Rights Exemption -
BNSF Railway Company
STB Finance Docket No. 35719
(Color Map Included)

Dear Ms. Brown

Enclosed for filing are the original and 10 copies of a Notice of Exemption under 49 CFR 1180.2(d)(7) being filed on behalf of Grainbelt Corporation ("GNBC"), together with an additional 20 copies of the map. Also enclosed is a check in the amount of \$1200 representing the filing fee for this Notice.

Also enclosed for filing are the original and 10 copies of each of the following:

- (1) Motion of GNBC for Protective Order (expedited consideration requested).
- (2) Amendment to Trackage Rights Agreement between GNBC and BNSF Railway Company – highly confidential version (separate envelope)
- (3) Petition for Partial Revocation (Sub-No. 1), together with an additional check in the amount of \$250 representing the filing fee for this Petition.

Pittsburgh

Philadelphia

Wheating

Wilmington

Princeton

Please time stamp the extra copy of this letter to indicate receipt of all of the foregoing, and return it to me in the stamped, self-addressed envelope provided for your convenience.

ENTERED
Office of Proceedings

FEB 28 2013

Thorp Reed & Armstrong
One Oxford Centre
301 Grant Street 14th Floor
Pittsburgh, PA 15210-1429
412 394 7711
412 394 2555 Fax

Part of
Public Record

FEE RECEIVED

FEB 28 2013

SURFACE
TRANSPORTATION BOARD

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SURFACE
TRANSPORTATION BOARD



Cynthia T. Brown
Page 2

February 27, 2012

Please let me know if there are any questions regarding this filing

Respectfully,

A handwritten signature in black ink, appearing to read "Eric M. Hocky", written over the printed name.

Eric M. Hocky

EMI I/e
Enclosures
cc (by email. w/encls.):
Courtney Estes, Esq , BNSF
Craig Richey, Esq., SLWC

233863

Before the

SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35719

GRAINBELT CORPORATION

- TRACKAGE RIGHTS EXEMPTION -

**BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**



NOTICE OF EXEMPTION

(Color Map Included)

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FEB 28 2013

**Part of
Public Record**

ERIC M HOCKY
THORP REED & ARMSTRONG, LLP
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
(215) 640-8500
Attorneys for Grainbelt Corporation

Dated: February 27, 2013

FEE RECEIVED

FEB 28 2013

**SURFACE
TRANSPORTATION BOARD**

Before the
SURFACE TRANSPORTATION BOARD

STB Finance Docket No. 35719

**GRAINBELT CORPORATION
- TRackage RIGHTS EXEMPTION -
BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**



NOTICE OF EXEMPTION

Grainbelt Corporation ("GNBC"), a Class III railroad, files this Notice of Exemption pursuant to 49 C.F.R. §1180.2(d)(7) to exempt from the provisions of 49 U.S.C. §11323, the grants of amended trackage rights by BNSF Railway Company ("BNSF") and Stillwater Central Railroad Company ("SLWC") that together will allow GNBC to provide local service to grain shuttle facility in Headrick, Oklahoma, in addition to its current rights to provide service between Snyder, Oklahoma, and Altus, Oklahoma. The amended trackage rights are based on written agreements and are not being filed or sought in a responsive application.

This filing is related to the Petition for Partial Revocation to Permit Expiration of Amended Trackage Rights being filed simultaneously in Sub-docket No. 1 which seeks to permit the proposed trackage rights to expire automatically in 10 years

Required Information

In accordance with the provisions of 49 C.F.R. §1180.4(g), GNBC provides the following information as required by 49 C.F.R. §1180.6(a)(1)(i)-(iii), (a)(5), (a)(6), and (a)(7)(ii):

(a)(1)(i) GNBC already holds overhead trackage rights granted by the predecessor of BNSF between Snyder Yard, milepost 664.00 and Quanah, Texas, milepost 723.30 (the "original trackage rights"), under which GNBC has the right to interchange at Quanah with

BNSF and with Union Pacific Railroad (as the successor to Southern Pacific Railroad). BNSF subsequently sold a portion of the subject trackage to SLWC. The original trackage rights were supplemented in 2009 to allow GNBC to operate between Snyder and Altus, Oklahoma, with the right to perform limited local service at Long, Oklahoma *See Grainbelt Corporation – Trackage Rights Exemption – BNSF Railway Company and Stillwater Central Railroad Company*, STB Finance Docket No. 35332 (served December 17, 2009). The parties are now amending the trackage rights further to allow GNBC to provide local service to a grain shuttle facility at Headrick, Oklahoma (between Snyder and Altus). The original and supplemental trackage rights will not be affected by the amended trackage rights that are the subject of this proceeding.

To accomplish this, BNSF is amending the existing trackage rights to allow GNBC to perform local service at Headrick. Additionally, SLWC is amending the overhead trackage rights over the 4.73-mile line between Snyder Yard, milepost 664.00, and its connection with BNSF east of Long, milepost 668.73, to allow GNBC to use the overhead trackage rights for traffic that may move to Headrick. The trackage rights lines are shown on the map attached as Exhibit A.

The name, business address and telephone number of Applicant are: Grainbelt Corporation, 1601 Gary Blvd., PO Box 1750, Clinton, OK 73601-1750; (580) 323-1234.

The name, business address and telephone number of counsel to whom questions regarding the transaction can be addressed are: Eric M. Hocky, Thorp Reed & Armstrong, LLP, One Commerce Square, 2005 Market Street, Suite 1000, Philadelphia, PA 19103, (215) 640-8500.

(a)(1)(ii) GNBC intends to commence operations under the trackage rights on or after March 31, 2013

(a)(1)(iii) The amended trackage rights will allow GNBC to provide local service between the grain shippers located on GNBC and the grain shuttle facility located at Headrick in single line service

(a)(5) GNBC currently operates in the State of Oklahoma, and the trackage rights lines are also located in the State of Oklahoma.

(a)(6) A map showing the trackage rights lines is attached as Exhibit A. Twenty extra copies of the map are also included

(a)(7)(ii) A redacted copy (public version) of the amendment to the BNSF trackage rights agreement is attached as Exhibit B-1. (Applicant has filed a Motion for a Protective Order to protect the confidentiality of the commercial terms of the agreement.) A copy of the amendment to the SLWC trackage rights agreement (which does not include any confidential terms) is attached as Exhibit B-2.

Labor Protection

Applicant understands that any employees adversely affected by the trackage rights are entitled to protection under the conditions imposed in *Norfolk and Western Railway Company - Trackage Rights - Burlington Northern, Inc.*, 354 I.C.C. 605 (1978), as modified by *Mendocino Coast Railway, Inc - Lease and Operate - California Western Railroad*, 360 I.C.C. 653 (1980).

Environmental and Historic Reports

Under 49 C.F.R. §1105.6(c)(4) and 49 C.F.R. §1105.8(b)(3), no environmental or historic documentation is required.

Caption Summary

Attached as Exhibit C is the caption summary required by 49 C.F.R. §1180.4(g)(2)(i)

Conclusion

Based on the information provided above, GNBC requests that the Board issue a notice of exemption for the amended trackage rights that are the subject of this notice.

Respectfully submitted.



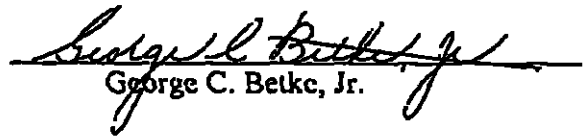
ERIC M. HOCKY
THORP REED & ARMSTRONG, LLP
One Commerce Square
2005 Market Street, Suite 1000
Philadelphia, PA 19103
(215) 640-8500
Attorneys for Grainbelt Corporation

Dated February 27, 2013

VERIFICATION

I, George C. Betke, Jr., Chief Executive Officer of Grainbelt Corporation, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed on February 27, 2013.



George C. Betke, Jr.

EXHIBIT A

MAP

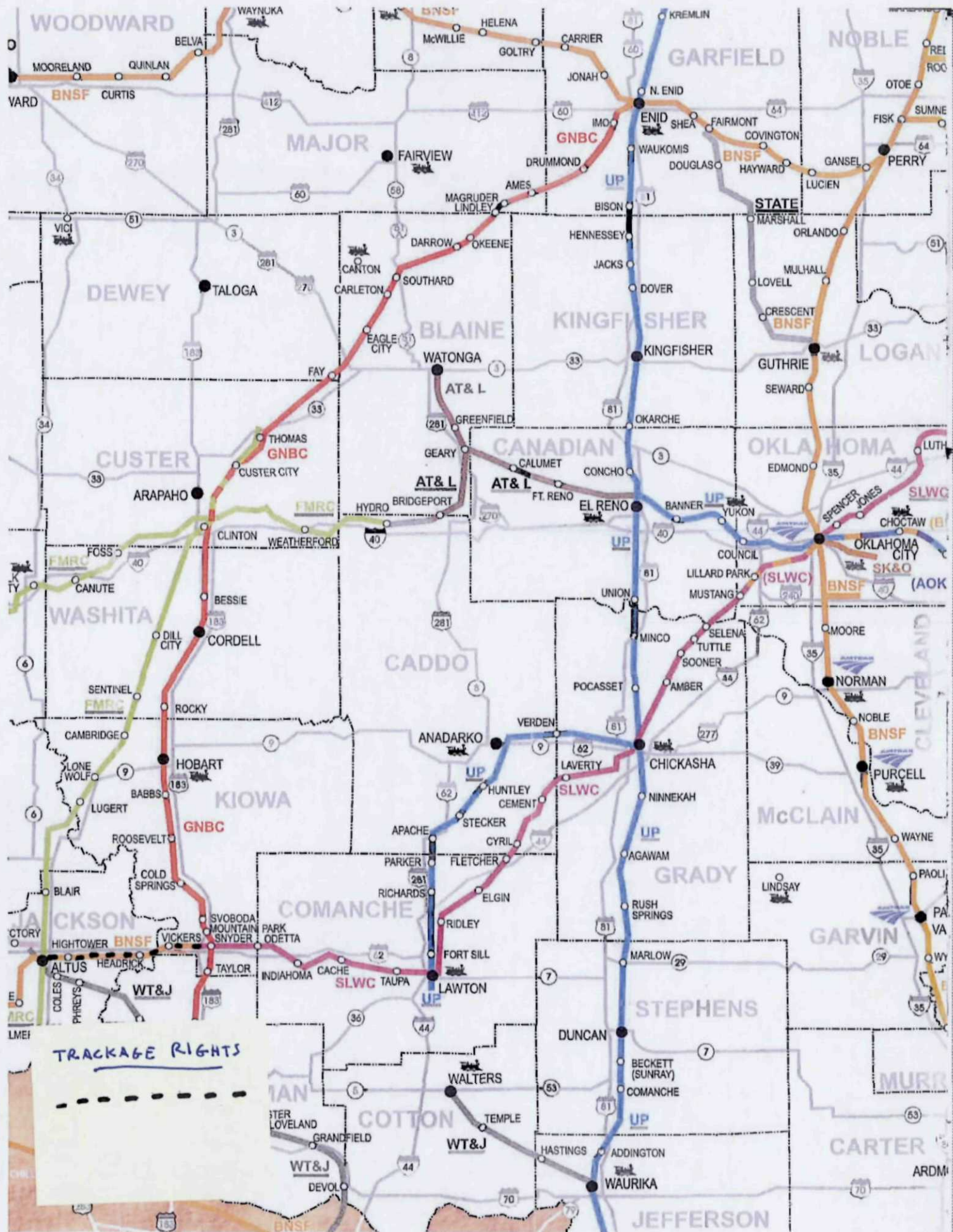


EXHIBIT B-1
BNSF AMENDMENT
("PUBLIC" VERSION)

**AMENDMENT TO TRACKAGE RIGHTS AGREEMENT
BETWEEN LONG, OK AND QUANAH, TX**

This Amendment is entered into as of February 1, 2013, by and between BNSF RAILWAY COMPANY, a Delaware corporation, ("BNSF") and GRAINBELT CORPORATION, a Delaware corporation ("GNBC")

WITNESSETH:

WHEREAS, BNSF and GNBC entered into a Trackage Rights Agreement dated August 20, 1987 (the "Original Trackage Rights Agreement"), whereby BNSF granted trackage rights to GNBC between Snyder, OK (approximate MP 664.0) and Quanah, TX (approximate MP 723.3);

WHEREAS, pursuant to a decision served August 23, 1995 in Finance Docket No. 32549, *Burlington Northern Inc. and Burlington Northern Railroad Company – Control and Merger – Santa Fe Pacific Corporation and The Atchison, Topeka and Santa Fe Railway Company*, BNSF and GNBC entered into an amendment of the Original Trackage Rights Agreement dated February 15, 1996 (the "Amendment No. 1"), whereby BNSF granted trackage rights to GNBC to allow interchange with Union Pacific Railroad ("UP") at Quanah, TX,

WHEREAS, BNSF sold the track between Snyder, OK and Long, OK (approximate MP 668.73) to Stillwater Central Railroad, Inc. ("SLWC"), and partially assigned the Original Trackage Rights Agreement and Amendment No. 1 to SLWC;

WHEREAS, BNSF and GNBC entered into a supplement of the Original Trackage Rights Agreement, as amended, dated October 9, 2009 (the "Supplemental Agreement"), whereby BNSF granted supplemental trackage rights to GNBC between Long, OK (approximate MP 668.73) and Quanah, TX (approximate MP 723.3) (hereinafter referred to as "Joint Facilities") to allow GNBC to originate freight at the existing quarry at Long, OK and to interchange with BNSF and Farmrail Corporation ("FMRC") at Altus, OK (the Original Trackage Rights Agreement, Amendment No. 1 and the Supplemental Agreement are referred to collectively as the "Trackage Rights Agreement"); and

WHEREAS, BNSF and GNBC wish to further amend the Trackage Rights Agreement as set forth below;

NOW THEREFORE, in consideration of the covenants and conditions herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. BNSF and GNBC hereby agree to amend the Original Trackage Rights Agreement by adding the following Sections 1.7, 4.5 and 4.6:

Execution Copy

1.7 Notwithstanding any provision to the contrary, GNBC shall be allowed to deliver freight to the existing grain shuttle facility at Headrick, OK.

4.5 Notwithstanding anything in Section 4.2 above, GNBC shall be restricted to no more than two (2) trains per day total in each direction moving between (a) points on GNBC or FMRC and (b) (1) the existing grain shuttle facility near Milepost 680.5 at Headrick, OK, (2) the quarry near Milepost 669.4 at Long, OK; or (3) interchange with BNSF. GNBC trains shall be restricted to a maximum of 110 cars and must have adequate locomotive power to operate at BNSF timetable speed. Additional trains may be requested by GNBC, and subject to written approval by BNSF operating officers at BNSF's sole discretion, BNSF may allow additional trains to operate pursuant to this Agreement.

4.6 Subject to the terms of this Agreement, GNBC may transport all commodities over the Joint Facilities except under no conditions may GNBC transport:

- (a) Rail security-sensitive materials (as such term is defined in 49 CFR Part 1580, as amended, supplemented or replaced), toxic inhalation hazards, poisonous inhalation hazards or any other commodity (hereinafter referred collectively as, "High Risk Commodities") that would qualify the Joint Facilities for the installation of positive train control under applicable law. GNBC hereby (i) represents and warrants that it shall not use the rights granted to GNBC under this Agreement for the movement of High Risk Commodities, and (ii) agrees to indemnify, defend and hold harmless BNSF from any claims, demands, expenses, costs, judgments, penalties, fees and or liability arising from GNBC's breach of such representation and warranty;
- (b) Any hi-wide or dimensional traffic, or
- (c) Any passenger traffic.

II. BNSF and GNBC hereby agree to delete Section 7 of the Original Trackage Rights Agreement, as amended and supplemented, in its entirety and replace it with the following:

Section 7. CONSIDERATION

GNBC is granted the right to use the Joint Facilities under the terms and conditions herein in consideration of the payment by GNBC as follows:

7.1 Except as provided herein, GNBC shall remit to BNSF a fee of _____ per train mile for each train operated on the Joint Facilities between Quannah, TX and Long, OK ("Trackage Rights Fee")

Execution Copy

~~7.2 In addition to the Trackage Rights Fee, GNBC shall remit to BNSF~~
~~for each car delivered to Union Pacific~~
~~Railroad at Quanah, TX.~~

7.3 In lieu of the Trackage Rights Fee, GNBC shall remit to BNSF ___
or each loaded car delivered to the existing grain facility at
Headrick, OK as permitted in Section 4.5 of this Agreement.

7.4 Notwithstanding any provisions to the contrary, for use of the Joint
Facilities between Long, OK and Altus, OK, as permitted under the Supplemental
Agreement for rail traffic which Grainbelt originates or terminates at Long, OK,
or for rail traffic interchanged at Altus as permitted under the Supplemental
Agreement, GNBC shall not be charged a Trackage Rights Fee for its use of this
portion of the Joint Facilities, nor shall GNBC charge BNSF any fees for handling
any such traffic except as set forth in GNBC's switching tariff.

7.5 All fees in Section 7 shall be subject to annual adjustment beginning on
July 1, 2013 based on changes in the AAR Railroad Cost Recovery Index
(Western District Index of Material Prices, Wage Rates and Supplements
Combined (excluding fuel)) between the final index for the preceding year and the
final index for the next preceding year.

7.6 GNBC shall make the payments due under this Section 7 to BNSF
annually no later than 30 days following the end of each calendar year, provided
that BNSF shall have the right to require that payments be made on a more
frequent basis, but no more frequently than monthly, by giving GNBC 60 days'
prior written notice of the change. Each payment shall be made within 30 days of
the end of the applicable period, and shall be accompanied by a statement to be
prepared by GNBC of the total number of cars and/or trains subject to fees under
Sections 7.1, 7.2 and 7.3 during the period for which payment is being made.

III. BNSF and GNBC hereby agree that the liability and indemnification provisions
contained in the Original Trackage Rights Agreement, and the insurance provisions set
forth in Section 10.A as added under Section IV of the Supplemental Agreement, shall
apply to GNBC's use of the Joint Facilities

IV Except as provided herein, the Original Trackage Rights Agreement, Amendment
No. 1 and the Supplemental Agreement shall remain in full force and effect, and nothing
herein is intended to alter or supplement any rights or obligations of any party other than
BNSF and GNBC

V This Amendment shall be effective upon the Effective Date as defined in Section
VI below, and shall remain in effect for a period of approximately ten (10) years through
February 1, 2023 (the "Initial Term"). The Amendment may be extended for an
additional five (5) years beyond the Initial Term (hereinafter called "Renewal Term")
upon mutual written agreement of the parties no later than ninety (90) days prior to the

Execution Copy

expiration of the Initial Term. The Initial Term and the Renewal Term are collectively referred to herein as "Term." In the event the parties agree to extend the Term pursuant to this provision and any regulatory approvals are necessary to effectuate the Renewal Term, GNBC shall pay the costs associated with obtaining any such approvals. Upon this Agreement becoming effective, the term of the Supplemental Agreement shall be extended so that it coincides with the termination of the Initial Term of this Amendment.

VL GNBC shall be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this Amendment pursuant to 49 CFR 1180.2(d)(7) and a petition for partial revocation of the trackage rights class exemption so that the trackage rights set forth herein automatically expire ten (10) years from the effective date, and to extend the Initial Term of the Supplemental Agreement until the termination of the Initial Term of this Amendment. The terms herein shall be subject to and conditioned upon and shall not become effective until the later of i) the effective date of the notice of exemption, ii) the filing of the petition for partial revocation of the trackage rights exemption, or iii) closing under the Settlement Agreement between the parties dated as of February 1, 2013 ("Effective Date"). Additionally, the rights set forth herein shall not become effective if the STB imposes conditions upon the trackage rights which are not acceptable to either party unless the parties agree otherwise.

If the Surface Transportation Board denies the petition for partial revocation, GNBC shall be responsible for filing for discontinuance of the trackage rights at least 60 days prior to the termination date. If GNBC fails to do so, then it hereby grants BNSF a power of attorney to file for discontinuance of the trackage rights on behalf of GNBC.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first written above

BNSF RAILWAY COMPANY, a Delaware Corporation

By: DeH W

Name: Dean H. Wise

Title: VP Network Strategy

GRAINBELT CORPORATION, a Delaware Corporation

By: _____

Name: _____

Title: _____

Feb 22 13 05 40p

George#Botke

207-563-6193

p 1

Execution Copy

expiration of the Initial Term. The Initial Term and the Renewal Term are collectively referred to herein as "Term." In the event the parties agree to extend the Term pursuant to this provision and any regulatory approvals are necessary to effectuate the Renewal Term, GNBC shall pay the costs associated with obtaining any such approvals. Upon this Agreement becoming effective, the term of the Supplemental Agreement shall be extended so that it coincides with the termination of the Initial Term of this Amendment.

VI. GNBC shall be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this Amendment pursuant to 49 CFR 1180.2(d)(7) and a petition for partial revocation of the trackage rights class exemption so that the trackage rights set forth herein automatically expire ten (10) years from the effective date, and to extend the Initial Term of the Supplemental Agreement until the termination of the Initial Term of this Amendment. The terms herein shall be subject to and conditioned upon and shall not become effective until the later of i) the effective date of the notice of exemption; ii) the filing of the petition for partial revocation of the trackage rights exemption; or iii) closing under the Settlement Agreement between the parties dated as of February 1, 2013 ("Effective Date"). Additionally, the rights set forth herein shall not become effective if the STB imposes conditions upon the trackage rights which are not acceptable to either party unless the parties agree otherwise.

If the Surface Transportation Board denies the petition for partial revocation, GNBC shall be responsible for filing for discontinuance of the trackage rights at least 60 days prior to the termination date. If GNBC fails to do so, then it hereby grants BNSF a power of attorney to file for discontinuance of the trackage rights on behalf of GNBC.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the day and year first written above.


BNSF RAILWAY COMPANY, a Delaware Corporation

By: _____

Name: _____

Title: _____

GRAINBELT CORPORATION, a Delaware Corporation

By: 

Name George C. Botke, Jr.

Title Chief Executive Officer

EXHIBIT B-2
SLWC AMENDMENT

**AMENDMENT TO
SUPPLEMENTAL
TRACKAGE RIGHTS
AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, entered into as of the 26 day of ~~February~~, 2013, by and between STILLWATER CENTRAL RAILROAD, INC. ("SLWC") and GRAINBELT CORPORATION ("GNBC" or "User").

WITNESSETH:

WHEREAS, BNSF Railway Company ("BNSF") and GNBC entered into a Trackage Rights Agreement, dated August 20, 1987, as amended by Amendment Agreement No. 1 dated February 15, 1996 (the "Original Agreement") covering trackage rights between Snyder, Oklahoma, and Quanah, Texas; and

WHEREAS, SLWC purchased, *inter alia*, a 4.73-mile section of track that begins at Milepost 664.0 near Snyder, Oklahoma, and ends at Milepost 668.73 near the Martin Marietta rock quarry at Long, Oklahoma, that is part of the Joint Facilities subject to the Original Agreement, and

WHEREAS, in October 2009, BNSF granted GNBC supplemental trackage rights to allow for certain additional service rights under the Original Agreement as it relates to the Joint Facilities between Long, Oklahoma, and Altus, Oklahoma, and

WHEREAS, SLWC granted GNBC supplemental trackage rights from Snyder to Long to coordinate with the BNSF supplemental trackage rights under a Supplemental Trackage Rights Agreement between SLWC and GNBC dated November 1, 2009 (the "SLWC Supplemental Trackage Rights Agreement"), and

WHEREAS, BNSF is now granting GNBC certain additional service rights over the portion of the Joint Facilities between Long, Oklahoma, and Altus, Oklahoma; and

WHEREAS, SLWC is willing to amend GNBC's trackage rights over the portion of the Joint Facilities between Snyder, Oklahoma, and Long, Oklahoma, to cover such additional service rights as GNBC may obtain from BNSF from time to time, and

WHEREAS, SLWC and GNBC agree that the GNBC trackage rights, over the 4.73-mile section of track between Snyder, Oklahoma, and Long, Oklahoma, as previously amended and supplemented, shall be further amended as set forth in this Agreement;

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

SECTION A. AMENDED GRANT OF TRACKAGE RIGHTS

~~Section I of the SLWC Supplemental Trackage Rights Agreement shall be amended and~~
replaced in its entirety by the following:

1 (a) Subject to the terms and conditions herein provided, SLWC hereby grants to GNBC the right to operate its trains, locomotives, cars and equipment with its own crews (hereinafter referred to as the "Supplemental Trackage Rights") over the following segment of railroad (hereinafter referred to as the "Subject Trackage")

Local trackage rights between milepost 664.0, at or near Snyder, Oklahoma, and milepost 668.73, at or near Long, Oklahoma

The term "local trackage rights," as used above, includes: (1) the right to operate trains over the line described for the purpose of originating carloads of rock from the Martin Marietta rock quarry to be transported over SLWC for the sole purpose of terminating the rock at any point on GNBC or FMRC. GNBC may not bridge rock to any other rail carrier, except FMRC, without the expressed written consent of SLWC; and (2) the right to operate trains over the line to reach BNSF's connecting line between Long, Oklahoma, and Altus, Oklahoma, for grain traffic to the shuttle facility located in Headrick, OK, and for traffic to be interchanged between GNBC and either BNSF or FMRC at Altus..

(b) Except as expressly provided herein for traffic moving under the local trackage rights granted hereunder, all other terms of the Original Agreement, as amended and supplemented, shall remain in full force and effect and govern the parties to the Original Agreement and their successors and assigns, with respect to all other traffic that moves under the Original Agreement.

SECTION B. TERMINATION

This Agreement, and the amended trackage rights granted hereunder, shall terminate upon the later of (a) the 10th anniversary of the execution date, or (b) the expiration of the associated amended and supplemented trackage rights agreement between GNBC and BNSF Railway Company ("Termination Date")

SECTION C. GENERAL PROVISIONS

(1) All other terms of the SLWC Supplemental Trackage Rights Agreement shall continue in full force and effect. This Agreement and each and every provision hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against either of the parties hereto.

(2) All section headings are inserted for convenience only and shall not affect any

construction or interpretation of this Agreement.

~~(3) No term or provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by both parties to this Agreement.~~

(4) All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Oklahoma without regard to principles of conflicts of law

(5) This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission shall be deemed for all purposes to be due execution and delivery by the undersigned.

SECTION D. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that User shall not transfer or assign this Agreement, or any of its rights, interests or obligations hereunder to any person, firm or corporation without obtaining the prior written consent of SLWC, which consent will not be unreasonably withheld, except that the rights and obligations under this Agreement shall pass to the respective successor of substantially all of the property of User or any subsequent owner of the Subject Trackage.

SECTION E. COMMENCEMENT AND TERMINATION

GNBC shall be responsible for filing with the Surface Transportation Board ("STB") a notice of exemption approving the terms of this Agreement pursuant 49 CFR 1180.2(d)(7) and a petition for partial revocation of the trackage rights class exemption so that the trackage rights set forth herein automatically expire as set forth in Section B hereof. The terms herein shall be subject to and conditioned upon and shall not become effective until the later of (i) the effective date of the notice of exemption; or (ii) the filing of the petition for partial revocation of the trackage rights class exemption. Additionally, unless the parties agree otherwise, the rights set forth herein shall not become effective if the STB imposes conditions upon the trackage rights which are not acceptable to either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written

GRAINBELT CORPORATION

George C. Betke, Jr.
Name: George C. Betke, Jr.
Title: Chief Executive Officer

**STILLWATER CENTRAL RAILROAD,
INC.**

Name:
Title:

Name.
Title:

STILLWATER CENTRAL RAILROAD,
INC.

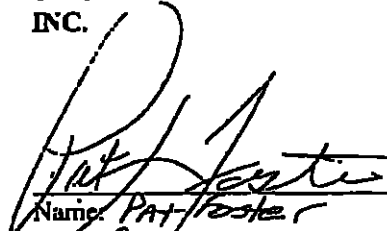

Name: Pat Foster
Title: G. M.

EXHIBIT C
CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

STB FINANCE DOCKET NO. 35719

**GRAINBELT CORPORATION
- TRACKAGE RIGHTS EXEMPTION -
BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**

BNSF Railway Company ("BNSF") and Stillwater Central Railroad Company ("SLWC") have each agreed to amend their trackage rights agreements with Grainbelt Corporation ("GNBC"), which together will allow GNBC to provide local service to the grain shuttle at Headrick, Oklahoma. SLWC is amending its trackage rights with GNBC between Snyder Yard, milepost 664.00 and the connection with BNSF east of Long, milepost 668.73. BNSF is amending its trackage rights with GNBC over the connecting line between the connection with SLWC east of Long, milepost 668.73 and Altus, milepost 688.00. The amended trackage rights will become effective on or about March 31, 2013.

The Notice is filed under 49 C.F.R. §1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board,

Rachel D. Campbell, Director, Office of Proceedings

EXHIBIT C
CAPTION SUMMARY

SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

STB FINANCE DOCKET NO. 35719

**GRAINBELT CORPORATION
- TRACKAGE RIGHTS EXEMPTION -
BNSF RAILWAY COMPANY AND
STILLWATER CENTRAL RAILROAD COMPANY**

BNSF Railway Company ("BNSF") and Stillwater Central Railroad Company ("SLWC") have each agreed to amend their trackage rights agreements with Grainbelt Corporation ("GNBC"), which together will allow GNBC to provide local service to the grain shuttle at Headrick, Oklahoma. SLWC is amending its trackage rights with GNBC between Snyder Yard, milepost 664.00 and the connection with BNSF east of Long, milepost 668.73. BNSF is amending its trackage rights with GNBC over the connecting line between the connection with SLWC east of Long, milepost 668.73 and Altus, milepost 688.00. The amended trackage rights will become effective on or about March 31, 2013.

The Notice is filed under 49 C.F.R. §1180.2(d)(7). Petitions to revoke the exemption under 49 U.S.C. §10502(d) may be filed at any time. The filing of a petition to revoke will not stay the transaction.

Dated:

By the Board.

Rachel D. Campbell, Director, Office of Proceedings